

ORDER FOR SUPPLIES OR SERVICES

1. Contract/Purch Order/Agreement No. DAAE20-02-P-0323	2. Delivery Order/Call No.	3. Date Of Order/Call (YYYYMMDD) 2002MAY10	4. Requisition/Purch Request No. SEE SCHEDULE	5. Priority DOA5
--	-----------------------------------	--	---	--------------------------------

6. Issued By TACOM-ROCK ISLAND AMSTA-AQ-ARC-C DOUG DAVIS (309)782-3823 ROCK ISLAND IL 61299-7630 EMAIL: DAVISD@RIA.ARMY.MIL	Code	W52H09	7. Administered By (If other than 6) DCMA SPRINGFIELD BLDG 1 ARDEC PICATINNY NJ 07806-5000	Code	S3101A	8. Delivery FOB <input checked="" type="checkbox"/> Destination <input type="checkbox"/> Other
---	-------------	--------	--	-------------	--------	---

9. Contractor CONTROL PRODUCTS INC 280 RIDGEDALE AVE EAST HANOVER NJ 07936-2394 Name and Address TYPE BUSINESS: Large Business Performing in U.S.	Code	81901	Facility		10. Deliver To FOB Point By (Date) (YYYYMMDD) SEE SCHEDULE	11. X If Business Is <input type="checkbox"/> Small <input type="checkbox"/> Small Disadvantaged <input type="checkbox"/> Woman-Owned
---	-------------	-------	-----------------	--	--	---

14. Ship To SEE SCHEDULE	Code		15. Payment Will Be Made By DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS PO BOX 182266 COLUMBUS OH 43218-2266	Code	HQ0337	Mark all Packages and Papers with Identification Numbers in Blocks 1 and 2
------------------------------------	-------------	--	---	-------------	--------	---

16. Type of Order	Delivery/Call	This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.				
		Reference your <input type="checkbox"/> Oral; <input type="checkbox"/> Written Quotation DAAE2002T0179, Dated _____, furnish the following on terms specified herein.				
	Purchase	<input checked="" type="checkbox"/> Acceptance. The Contractor Hereby Accepts The Offer Represented By The Numbered Purchase Order As It May Previously Have Been Or Is Now Modified, Subject To All Of The Terms And Conditions Set Forth, And Agrees To Perform The Same.				

Name Of Contractor	Signature	Typed Name And Title	Date Signed (YYYYMMDD)
--------------------	-----------	----------------------	------------------------

If this box is marked, supplier must sign Acceptance and return the following number of copies:

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE SEE SCHEDULE					
18. Item No.	19. Schedule Of Supplies/Service SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price	20. Quantity Ordered/ Accepted*	21. Unit	22. Unit Price	23. Amount
	KIND OF CONTRACT: Supply Contracts and Priced Orders				

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. United States Of America By: MARGARET C TUFTEE /SIGNED/ TUFTEEM@RIA.ARMY.MIL (309)782-7163	25. Total	\$35,650.18
	Contracting/Ordering Officer	29. Differences	

26. Quantity In Column 20 Has Been <input type="checkbox"/> Inspected <input type="checkbox"/> Received <input type="checkbox"/> Accepted And Conforms To Contract Except As Noted Date _____ Signature Of Authorized Govt Representative _____	27. Ship. No.	28. D.O. Voucher No.	30. Initials	
36. I certify this account is correct and proper for payment Date _____ Signature And Title Of Certifying Officer _____	<input type="checkbox"/> Partial <input type="checkbox"/> Final	32. Paid By	33. Amount Verified Correct For	
	31. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		34. Check Number	
			35. Bill Of Lading No.	

37. Received At	38. Received By	39. Date Received	40. Total Containers	41. S/R Account Number	42. S/R Voucher No.
-----------------	-----------------	-------------------	----------------------	------------------------	---------------------

Name of Offeror or Contractor: CONTROL PRODUCTS INC

SUPPLEMENTAL INFORMATION

THIS CONTRACT INCORPORATES SOLICITATION DAAE20-02-T-0179

A 100 PERCENT OPTION PROVISION IS INCLUDED FOR THE SWITCH, THERMOSTATIC, NSN: 5930-01-221-9466 ONLY. AS REFERENCED IN SECTION I, CLAUSE IF6080 "EVALUATED OPTION FOR INCREASED QUANTITY."

THE OPTION PROVISION DOES NOT APPLY TO THE SENSOR, FIRE, NSN: 1040-01-467-2935.

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <https://aais.ria.army.mil>

Regulatory Cite	Title	Date
-----------------	-------	------

1	HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
---	---	----------

(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.

(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.

(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
---	---	----------

a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.

b. If you think that this solicitation:

1. has inappropriate requirements; or
2. needs streamlining; or
3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

c. The buyer's name, phone number and address are on the cover page of this solicitation.

d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI
 AMSTA-AQ-AR (OMBUDSMAN)
 Rock Island IL 61299-7630
 Phone: (309) 782-3224
 Electronic Mail Address: ombudsman@ria.army.mil

e. If you contact the Ombudsman, please provide him with the following information:

Name of Offeror or Contractor: CONTROL PRODUCTS INC

- (1) TACOM-RI solicitation number;
- (2) Name of PCO;
- (3) Problem description;
- (4) Summary of your discussions with the buyer/PCO.

(End of clause)

(AS7006)

3	52.210-4516	COMMERCIAL EQUIVALENT ITEM(S) TACOM-RI	JUN/1998
---	-------------	---	----------

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4	52.211-4506	INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL SPECIFICATIONS AND STANDARDS TACOM-RI	DEC/1997
---	-------------	--	----------

(a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.

(b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL SPEC/STANDARD	LOCATION OF REQUIREMENT	FACILITY	ACO
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

(c) An offeror proposing to use an SPI process under this solicitation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.

(d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.

(e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:

(1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.

(2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.

(f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN _____	PRICE \$ _____
CLIN _____	PRICE \$ _____

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 5 of 19**

PIIN/SIIN DAAE20-02-P-0323

MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

The AMC-level protest procedures are found at:

<http://www.amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

YOUR ATTENTION IS DRAWN TO SECTION E CLAUSE FAR 52.246.11 ENTITLED "HIGHER LEVEL CONTRACT REQUIREMENT". PLEASE NOTE THAT THIS CLAUSE, WHICH REQUIRES CONFORMANCE TO AN INTERNATIONAL STANDARDS ORGANIZATION (ISO) QUALITY SYSTEM FOR PERFORMANCE OF THIS CONTRACT, DOES NOT REQUIRE CERTIFICATION OF COMPLIANCE FOR THE QUALITY SYSTEM BY AN INDEPENDENT STANDARDS ORGANIZATION OR AUDITOR.

*** END OF NARRATIVE A 002 ***

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0323 MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p><u>Supplies or Services and Prices/Costs</u></p>				
0001AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 1040-01-467-2935 NOUN: SENSOR, FIRE FSCM: 81901 PART NR: M2102-502 SECURITY CLASS: Unclassified CLIN CONTRACT TYPE: Firm-Fixed-Price PRON: S62ZA710SB PRON AMD: 03 ACRN: AA AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 W58HZ12044A591 W22PVJ J 3 <u>DEL REL CD QUANTITY DEL DATE</u> 001 25 15-JUL-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p><u>CONTRACT/DELIVERY ORDER NUMBER</u> DAAE20-02-P-0323/0000</p>	25	EA	\$ 148.74000	\$ 3,718.50
0002	<p><u>Supplies or Services and Prices/Costs</u></p>				
0002AA	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 5930-01-221-9466 NOUN: SWITCH, THERMOSTATIC FSCM: 81361 PART NR: 31-15-2294-10 SECURITY CLASS: Unclassified PRON: S62ZA712SB PRON AMD: 01 ACRN: AA AMS CD: 070011</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL</p>	88	EA	\$ 362.86000	\$ 31,931.68

CONTINUATION SHEET

Reference No. of Document Being Continued
 PIIN/SIIN DAAE20-02-P-0323 MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W58HZ12056A591 W22PVJ J 3</p> <p>DEL REL CD QUANTITY DEL DATE 001 88 15-JUL-2002</p> <p>FOB POINT: Destination</p> <p>SHIP TO: PARCEL POST ADDRESS (W22PVJ) XU GENERAL SUPPLY STORAGE POINT BLUE GRASS ARMY DEPOT 2091 KINGSTON HWY RICHMOND KY 40475-5000</p> <p>CONTRACT/DELIVERY ORDER NUMBER DAAE20-02-P-0323/0000</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 8 of 19
	PIIN/SIIN DAAE20-02-P-0323 MOD/AMD	

Name of Offeror or Contractor: CONTROL PRODUCTS INC

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <https://aais.ria.army.mil>

7	52.210-4501	DRAWINGS/SPECIFICATION	MAR/1988
	TACOM-RI		

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL with revisions in effect as of N/A (except as follows):

The Fire Sensor NSN: 1040-01-467-2935 shall be packaged in accordance with Special Packaging Instructions PM2102-502. The Special Packaging Instructions will be provided via email.

The Switch, Thermostatic, NSN : 5930-01-221-9466 shall be packaged in accordance with Commercial Packaging Instructions (See Section D)

For this procurement, the current TDP applicable under contract DAAE20-99-D-0022 for the Switch, Thermostatic, NSN: 5930-01-221-9466 shall apply.

(CS6100)

8	52.248-4502	CONFIGURATION MANAGEMENT	MAY/2002
	SBCCOM		

The contractor may submit Engineering Change Proposal (ECPs), Value Engineering Change Proposals (VECPs), Request for Deviations (RFDs), and Notice of Revisions (NORs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with block 4 of the enclosed DD Form 1423, Contract Data Requirements List (CDRL). The contractor is not responsible for the documentation of the logistics support impact of proposed ECPs. These documents shall be submitted electronically in accordance with block 14 of the enclosed DD Form 1423, CDRL. MIL-HDBK-61 may be used for general guidance on Configuration Management.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first, will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government. If the first VECP submitter's proposal is accepted by the Government, subsequent submitters will receive no VECP savings under their own or other contracts.

(End of Clause)

(CS7112)

9	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	JUL/2001
	TACOM RI		

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs), (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notice of Revisions (NORs) and Request for Deviations (RFDs), for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the change to be made. Contractors may also submit RFDs, which define a temporary departure from the Technical Data Package or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECPs from two or more contractors, the contracts whose VECP is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings under the terms of the VE clause in the contract.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-02-P-0323 MOD/AMD	Page 9 of 19
Name of Offeror or Contractor: CONTROL PRODUCTS INC		

Duplicate VECPs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VECP has been approved and accepted by the Government.

(End of Clause)

(CS7110)

PACKAGING AND MARKING

NOTICE: THE PACKAGING REQUIREMENTS FOR THE ITEMS LISTED ARE DIFFERENT.

YOUR ATTENTION IS DIRECTED TO:

(a) CLAUSE DS6411, PACKAGING REQUIREMENTS(SPECIAL PACKAGING INSTRUCTIONS) FOR THE SENSOR, FIRE, NSN: 1040-01-467-2935, CLIN 0001

(b) CLAUSE DS6413, PACKAGING REQUIREMENTS (COMMERCIAL) FOR THE SWITCH, THERMOSTATIC, NSN: 5930-01-221-9466, CLIN 0002

*** END OF NARRATIVE D 001 ***

For Local Clauses See: <https://aais.ria.army.mil>

10 52.211-4501 PACKAGING REQUIREMENTS (SPECIAL PACKAGING INSTRUCTIONS) FEB/2000
TACOM-RI

a. Military preservation, packing, and marking for the Sensor, Fire, NSN: 1040-01-467-2935, shall be accomplished in accordance with the specific requirements identified below, all the applicable requirements of MIL-STD-2073-1, Revision D-, Date 15 Dec 99 and the Special Packaging Instruction contained in the TDP.

Preservation: MILITARY
Level of Packing: B
Quantity Per Unit Package: 001
SPI Number: PM2101-502 dated 5 Novement

b. Unitization Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

c. Marking: In addition to any special markings called out on the SPI, all unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -6-, Date -7-, including bar coding in accordance with ANSI/AIM-BC1, Uniform Symbology Specification Code 39.

d. This SPI has been validated and the method of preservation/packing has proven successful in meeting the needs of the military distribution system, including indeterminate storage and shipment throughout the world. Special instructions and/or tailoring of the SPI is detailed in the Supplemental Instructions in paragraph e below. A prototype package is required to validate the sizes and fit requirements of the SPI. Minor dimensional and size changes are acceptable provided the contractor notifies the Administrative Contracting Officer 60 days prior to delivery. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing or affecting the serviceability of the item will be considered and responded to within 10 days of submission to the Contracting Officer and the Administrative Contracting Officer. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing.

e. SUPPLEMENTAL INSTRUCTIONS: THE ABOVE REQUIREMENTS FOR PRESERVATION, PACKING, AND MARKING INSTRUCTIONS APPLY TO THE SENSOR, FIRE NSN: 1040-01-467-2935, CLIN 0001 ONLY.

(End of clause)

(DS6411)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 10 of 19

PIIN/SIIN DAAE20-02-P-0323

MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

11 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL) FEB/2000
TACOM-RI

a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.

b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL

Level of Packing: C

Quantity Per Unit Package:1

Quantity of Unit Packages Per Intermediate Container: maximum of 100 unit packs, a net load of 40 pounds, or a maximum of 1.5 cubic feet, whichever occurs first

(1) Packaging - Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:

(i) Cleanliness - Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.

(ii) Preservation - Items susceptible to corrosion or deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.

(iii) Cushioning - Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.

(2) Unit package:

(i) Unit Package - A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.

(ii) Unit Package Quantity - Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.

(3) Intermediate Package:

(i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.

(4) Packing:

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

(ii) Shipping Containers - The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.

c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 11 of 19
	PIIN/SIIN DAAE20-02-P-0323	MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision -3-, Date -4-, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.

e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.

f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.

g. SUPPLEMENTAL INSTRUCTIONS: THE ABOVE PACKAGING INSTRUCTIONS APPLIES TO THE SWITCH, THERMOSTATIC, NSN: 5930-01-221-9466, CLIN 0002 ONLY

(End of clause)

(DS6413)

INSPECTION AND ACCEPTANCE

For Local Clauses See: <https://aais.ria.army.mil>

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

12	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
13	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
	TACOM-RI		

a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.

CONTINUATION SHEET**Reference No. of Document Being Continued****Page 12 of 19**

PIIN/SIIN DAAE20-02-P-0323

MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

DELIVERIES OR PERFORMANCE

For Local Clauses See: <https://aais.ria.army.mil>

14	52.242-15	STOP-WORK ORDER	AUG/1989
15	52.247-34	F.O.B. DESTINATION	NOV/1991
16	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
17	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 13 of 19

PIIN/SIIN DAAE20-02-P-0323

MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

CONTRACT ADMINISTRATION DATA

<u>LINE</u>	<u>PRON/</u>	<u>OBLG</u>	<u>JOB</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>			
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN STAT</u>	<u>ORDER</u>	<u>STATION</u>	<u>AMOUNT</u>			
0001AA	S62ZA710SB	AA 2	97	X4930AC61 6N	26FB S19130	W13G07	\$	3,718.50
	070011							
0002AA	S62ZA712SB	AA 2	97	X4930AC61 6N	26FB S19130	W13G07	\$	31,931.68
	070011							
						TOTAL	\$	35,650.18

<u>SERVICE</u>	<u>TOTAL BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>	<u>ACCOUNTING</u>	<u>OBLIGATED</u>		
<u>NAME</u>			<u>STATION</u>	<u>AMOUNT</u>		
Army	AA	97 X4930AC61 6N	26FB S19130	W13G07	\$	35,650.18
				TOTAL	\$	35,650.18

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 14 of 19

PIIN/SIIN DAAE20-02-P-0323

MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <https://aais.ria.army.mil>

18 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) NOV/2001
TACOM-RI

(a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.

(b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail address for submission is davisd2@ria.army.mil. The data fax number for submission is 309-782-3169, ATTN: Doug Davis

(c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:

Doug Davis
Contract Specialist
AMSTA-AQ-ARCC
Bldg 62, 1st Fl., East Wing
Rock Island Arsenal
Rock Island, IL 61299

(End of Clause)

(HS6510)

CONTRACT CLAUSES

For Local Clauses See: <https://aais.ria.army.mil>

19 *** THIS REFERENCE (IF0492) IS NO LONGER VALID ***
20 52.211-5 MATERIAL REQUIREMENTS AUG/2000
21 52.215-14 INTEGRITY OF UNIT PRICES - ALTERNATE I OCT/1997
22 52.222-3 CONVICT LABOR AUG/1996
23 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES DEC/2001
24 52.222-26 EQUAL OPPORTUNITY APR/2002
25 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS DEC/2001
26 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES JUN/1998
27 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE
VIETNAM ERA, AND OTHER ELIGIBLE VETERANS DEC/2001
28 52.225-15 SANCTIONED EUROPEAN UNION COUNTRY END PRODUCTS FEB/2000
29 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR
REGISTRATION MAY/1999
30 52.233-3 PROTEST AFTER AWARD AUG/1996
31 52.243-1 CHANGES - FIXED PRICE AUG/1987
32 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS APR/1984
33 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SHORT
FORM) APR/1984
34 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT APR/1992
DFARS
35 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

Name of Offeror or Contractor: CONTROL PRODUCTS INC

36	DFARS 252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
37	DFARS 252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
38	DFARS 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
39	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
40	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
41	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
42	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
43	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	MAY/2002

Paragraph (b)(1)(x) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

44	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1990
----	----------	---	----------

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0002 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0002, shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 365 after award by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

Unit Price

Evaluated Option
(F.O.B. Origin)

\$ _____ CLIN 0002

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

CONTINUATION SHEET	Reference No. of Document Being Continued	Page 16 of 19
	PIIN/SIIN DAAE20-02-P-0323 MOD/AMD	
Name of Offeror or Contractor: CONTROL PRODUCTS INC		

(IF6080)

45 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH JUL/1995
CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the small purchase limitation at FAR 13.000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed the small purchase limitation at FAR 13.000, to disclose to the Contractor, in writing whether as of the time of award of the subcontract, the subcontractor, or its principals is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

(IF7212)

46 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

47 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT DEC/1996

(a) All stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

(End of clause)

Name of Offeror or Contractor: CONTROL PRODUCTS INC

(IF7114)

48 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)

49 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS OCT/2001
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in Excel format at <http://www.dcma.mil/onebook/0.0/0.2/reports/modified/xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process: _____

Facility: _____

Military or Federal Specification or Standard: _____

Affected Contract Line Item Number, Subline Item Number, Component, or Element: _____

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror --

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but

(2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of

CONTINUATION SHEET

Reference No. of Document Being Continued

Page 18 of 19

PIIN/SIIN DAAE20-02-P-0323

MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

offers.

(End of Clause)

(IA7009)

CONTINUATION SHEET**Reference No. of Document Being Continued**

Page 19 of 19

PIIN/SIIN DAAB20-02-P-0323

MOD/AMD

Name of Offeror or Contractor: CONTROL PRODUCTS INC

LIST OF ATTACHMENTS

NOTICE: EXHIBIT "A" AND EXHIBIT "B" ARE DIFFERENT.

*** END OF NARRATIVE J 001 ***

<u>List of</u> <u>Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number</u> <u>of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST - DD FORM 1423		002	EMAIL
Exhibit B	CONTRACT DATA REQUIREMENTS LIST - DD FORM 1423		003	EMAIL
Attachment 001	DOCUMENT SUMMARY LIST - SWITCH		003	EMAIL
Attachment 002	DOCUMENT SUMMARY LIST - SENSOR		002	EMAIL
Attachment 003	INSTRUCTIONS FOR COMPLETING DD FORM 1423		001	EMAIL
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT DATA REQUIREMENTS LIST (CDRL)		002	EMAIL
Attachment 005	IOC FORM 715-3		002	EMAIL
Attachment 006	AMCCOM FORM 71-R		002	EMAIL
Attachment 007	SF LLL		003	EMAIL